

18816-CCC  
FILED

JAN 26 '03 7-25 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

June 26, 2003

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 9, dated as of June 26, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816-SS.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, LLC  
(successor to ACF Industries,  
Incorporated)  
620 North Second Street  
St. Charles, Missouri 63301

Secured Party: Citibank, N.A.  
335 Madison Avenue  
New York, New York 10017

Mr. Vernon A. Williams  
June 26, 2003  
Page Two

A description of the railroad equipment covered by the enclosed document is:

71 railcars SHPX 450023 - SHPX 450031, SHPX 206076– SHPX 206112 and  
SHPX 240443 – SHPX 240467.

A short summary of the document to appear in the index follows:

Supplement No. 9 to Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

REC'D - 18816-CCC  
JUN 26 03  
1-25 AM  
SURFACE TRANSPORTATION BOARD

SUPPLEMENT NO. 9 DATED AS OF JUNE 26, 2003  
TO  
AMENDED AND RESTATED LOAN, CHATTEL MORTGAGE  
AND SECURITY AGREEMENT  
DATED AS OF NOVEMBER 19, 2002  
BETWEEN  
ACF INDUSTRIES LLC  
(SUCCESSOR TO ACF INDUSTRIES, INCORPORATED, "DEBTOR")  
AND  
CITIBANK, N.A. ("SECURED PARTY")

WHEREAS, Debtor and the Secured Party entered into a certain Amended and Restated Loan, Chattel Mortgage and Security Agreement dated as of November 19, 2002 (as amended and supplemented through the date hereof, the "Loan Agreement") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "Loans"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "Supplement"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on November 19, 2002 with the Surface Transportation Board, Recordation No. 18816-SS, and with the Registrar General of Canada, Recordation No. 14374.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.
2. Supplements. The Loan Agreement shall be amended and supplemented as follows:

The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

3. Ratification. Except as expressly amended and supplemented hereby, the Loan Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition

of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES LLC

By: 

Name: Robert J. Mitchell

Title: Senior Vice-President - Finance

CITIBANK, N.A.

By: 

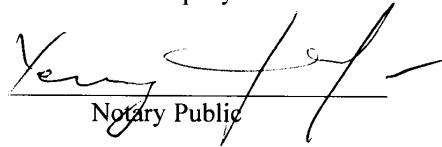
Name: Anthony V. Pantina

Title: Vice President

[Signature Page to Supplement No. 9]

STATE OF NEW YORK           )  
                                          ) ss.:  
COUNTY OF NEW YORK       )

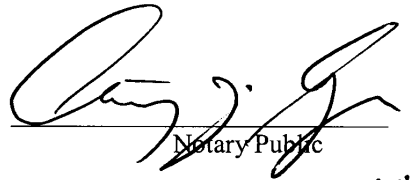
On this 24<sup>th</sup> day of June, 2003, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Finance of ACF Industries LLC, that the foregoing instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

**YEVGENY FUNDLER**  
Notary Public State of New York  
No. 02FU6046929  
Qualified in New York County  
Commission Expires August 21, 2006

STATE OF NEW YORK                    )  
                                                  ) ss.:  
COUNTY OF NEW YORK                )

On this 23 day of June, 2003, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Queens, NY and is Vice President of CITIBANK, N.A; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public

**Anthony J. Cangelosi**  
Notary Public, State of New York  
No. 01CA0552219  
Qualified In Richmond County  
Commission Expires January 31, 2006

SCHEDULE A-1

[SCHEDULE OF ADDITIONAL UNITS]



| Lessee               | Contract | Rptg<br>Mark | Car<br>Number |
|----------------------|----------|--------------|---------------|
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450023        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450024        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450025        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450026        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450027        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450028        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450029        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450030        |
| LUBRIZOL CORPORATION | 8009     | SHPX         | 450031        |
| OMYA INC             | 73390006 | SHPX         | 206076        |
| OMYA INC             | 73390006 | SHPX         | 206077        |
| OMYA INC             | 73390006 | SHPX         | 206078        |
| OMYA INC             | 73390006 | SHPX         | 206079        |
| OMYA INC             | 73390006 | SHPX         | 206080        |
| OMYA INC             | 73390006 | SHPX         | 206081        |
| OMYA INC             | 73390006 | SHPX         | 206082        |
| OMYA INC             | 73390006 | SHPX         | 206083        |
| OMYA INC             | 73390006 | SHPX         | 206084        |
| OMYA INC             | 73390006 | SHPX         | 206085        |
| OMYA INC             | 73390006 | SHPX         | 206086        |
| OMYA INC             | 73390006 | SHPX         | 206087        |
| OMYA INC             | 73390006 | SHPX         | 206088        |
| OMYA INC             | 73390006 | SHPX         | 206089        |
| OMYA INC             | 73390006 | SHPX         | 206090        |
| OMYA INC             | 73390006 | SHPX         | 206091        |
| OMYA INC             | 73390006 | SHPX         | 206092        |
| OMYA INC             | 73390006 | SHPX         | 206093        |
| OMYA INC             | 73390006 | SHPX         | 206094        |
| OMYA INC             | 73390006 | SHPX         | 206095        |
| OMYA INC             | 73390006 | SHPX         | 206096        |
| OMYA INC             | 73390006 | SHPX         | 206097        |
| OMYA INC             | 73390006 | SHPX         | 206098        |
| OMYA INC             | 73390006 | SHPX         | 206099        |
| OMYA INC             | 73390006 | SHPX         | 206100        |
| OMYA INC             | 73390006 | SHPX         | 206101        |
| OMYA INC             | 73390006 | SHPX         | 206102        |
| OMYA INC             | 73390006 | SHPX         | 206103        |
| OMYA INC             | 73390006 | SHPX         | 206104        |
| OMYA INC             | 73390006 | SHPX         | 206105        |
| OMYA INC             | 73390006 | SHPX         | 206106        |
| OMYA INC             | 73390006 | SHPX         | 206107        |
| OMYA INC             | 73390006 | SHPX         | 206108        |
| OMYA INC             | 73390006 | SHPX         | 206109        |
| OMYA INC             | 73390006 | SHPX         | 206110        |
| OMYA INC             | 73390006 | SHPX         | 206111        |
| OMYA INC             | 73390006 | SHPX         | 206112        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240443        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240444        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240445        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240446        |

| Lessee               | Contract | Rptg<br>Mark | Car<br>Number |
|----------------------|----------|--------------|---------------|
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240447        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240448        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240449        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240450        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240451        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240452        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240453        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240454        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240455        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240456        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240457        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240458        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240459        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240460        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240461        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240462        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240463        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240464        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240465        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240466        |
| PCI CHEMICALS CANADA | 52920033 | SHPX         | 240467        |

71 Cars